From:	Tesis Yakov <Y.Tesis@renova-group.ru>
To:	ehbarak1@gmail.com
CC:	
Date:	Wed, 5/8/2013 3:29:07 PM
Subject:	Îòâåò:details for completion of agreement

Dear Mr. Barak,

In the attached file you can see the lust draft of the agreement.
The par.5.2 (Termination) reflects my yesterday's mail offer of the termination construction (see below).
Please, if you are ok with it, let me know, sign it and file to me as a scan ASAP as I just have 1 and half hour to execute the payment.
Otherwise will be able to arrange it only on the next week (the Swiss Confederation also goes for a holiday in the nearest hours).
Sorry to hurry you up.
Yours, Yakov.

Dear Mr.Barak,

Thank you very much for your mail.

It is ok with all of your remarks, except of one, concerned with the termination of the contract.
It does not seem to me that putting 3 months instead of 2 weeks is a proper and fair construction [for both of the parties].
In case your construction of the par.5.2 is accepted, Renova in any case has to pay 1$ mln for the decision to terminate the agreement, which is not comfortable and does not correspond to the framed manners of the business intercourse. Such a construction is good to be used when the duration of the agreement has a limitation (not in our case).
I suggest (1) to keep the proposed 2 weeks as the necessary period for the preliminary written termination notice for the parties and (2) to add the obligation of Renova to pay (in case of termination) the remuneration according to the factual service period (including above-written two weeks, surely), which will be easy to estimate as we know that the quarter (3 months) of your service costs 1$ mln. So, one month costs 0,333$ mln and etc.
Hope for your understanding and waiting for the prompt response, Mr.Barak, as due to the coming Russian holidays (the 9th of May) I have to hurry up in order to arrange initiation of our agreement and the very first payment.

Very best regards,

Yours, Tesis Yakov.

07.05.2013, Б 10:46, "ehud barak" <ehbarak1@gmail.com> МЮОХЯЮК(Ю):

> Dear Yakov,
>
> in the following please find the information you needed in order to complete the draft agreement plus one remark:
>
> second paragraph: Hyperion (E.B.) 2013 Ltd.

a) The company incorporated in Israel (not Switzerland)

b) Registered on March 20th, 2013.

c) Registration no. is 514902188.

d) Office location is: 1, Sderot Shaul Hamelech, Tel-Aviv 6473301, Israel

paragraph 7.4:

address for the consultant: 1, Sderot Shaul Hamelech, Tel-Aviv 6473301, Israel

paragraph 8: Bank Acc. details--

As emailed to you yesterday. Please confirm that you have received it.

A remark: in regard to paragraph 5.2. - Termination:

i think it is more proper and fair to put it on 3 months rather than 2 weeks. we can discuss it when we meet. It won't stop us.

looking forward,

best regards

Ehud

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